

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY - TRENTON VICINAGE**

SHANEE N. POLLITT, on behalf of herself and all others similarly situated,	:	
	:	
	:	
Plaintiff	:	
	:	NO. 10-CV-01285 (AET) (DEA)
v.	:	
	:	
DRS TOWING, LLC, d/b/a ADVANCED	:	
FINANCIAL SERVICES, WACHOVIA DEALER	:	
SERVICES, INC. d/b/a WDS, INC., WFS	:	
FINANCIAL, WFS FINANCIAL, INC., STATE	:	
LINE AUTO AUCTION, INC. and	:	
<u>JOHN DOES 1 to 10</u>	:	

**DEFENDANT, STATE LINE AUTO AUCTION INC.'S REPLY TO CROSS CLAIMS OF
DEFENDANTS WACHOVIA DEALER SERVICES, INC. WFS FINANCIAL, INC.**

Defendant, State Line Auto Auction, Inc., by and through its attorneys, Bennett, Bricklin & Saltzburg LLC, replies to the cross-claims of defendants, Wachovia Dealer Services, Inc. and WFS Financial, Inc., as follows:

FIRST COUNT

1-5. After reasonable investigation, answering defendant is unable to form a belief as to the truth of the averments of these paragraphs, denies the same, and demands proof thereof at trial.

WHEREFORE, defendant, State Line Auto Auction, Inc, demands that judgment be entered in its favor, together with the costs of defense of this matter.

SECOND COUNT

1. Admitted.

2. Admitted in part and denied in part. It is denied that State Line transported the plaintiff's vehicle. To the contrary, the vehicle was transported by State Line's contractor, Bond Transportation Company LLC. It is admitted that answering defendant began preparing the vehicle for auction; however, before preparation was complete, the vehicle was redeemed by plaintiff. The remaining averments of this paragraph are admitted.

3. Denied, as the auction services agreement is a document that speaks for itself.

4. Denied, as the auction services agreement is a document that speaks for itself. By way of further response, the indemnity agreement contained in the Auction Services Agreement applied only to theft, conversion or damage to vehicles after State Line had taken possession of them.

5-6. Denied.

WHEREFORE, defendant, State Line Auto Auction, Inc, demands that judgment be entered in its favor, together with the costs of defense of this matter.

THIRD COUNT

1. Denied as a conclusion of law to which no response is required.

WHEREFORE, defendant, State Line Auto Auction, Inc, demands that judgment be entered in its favor, together with the costs of defense of this matter.

FOURTH COUNT

1. Denied as a conclusion of law to which no response is required.

WHEREFORE, defendant, State Line Auto Auction, Inc, demands that judgment be entered in its favor, together with the costs of defense of this matter.

BENNETT, BRICKLIN & SALZBURG LLC

BY: /s/ WFS1482

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Date: May 26, 2011